



FIASurety.com
 First Indemnity of America Insurance
 Company 2740 Rt. 10 West, Suite 205
 Morris Plains, NJ 07950
 Office: (888) 850-9063

PROBATE BOND & GUARDIANSHIP BOND APPLICATION

APPLICANT INFORMATION

Full Name (First, Last)		Date of Birth	Phone Number	Email Address	
Current Residence <input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> N/A	Street Address		City	State	ZIP Code
Length of residence here	Social Security Number	Driver's License Number		State	Education Level <input type="checkbox"/> High School (9-12) <input type="checkbox"/> College (1-6)
Net Worth (USD) \$	Relationship to <input type="checkbox"/> Ward or <input type="checkbox"/> Decedent:	Marital Status		Spouse Name (First, Last)	

Employment

Employment Status <input type="checkbox"/> Unemployed <input type="checkbox"/> Employed <input type="checkbox"/> Retired	Current / Most Recent Occupation	Current / Most Recent Employer	
Employer's Address		Employer's Phone Number	Length of employment

Miscellaneous

Has the applicant ever 1. declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No 2. had a civil judgment? <input type="checkbox"/> Yes <input type="checkbox"/> No 3. had a criminal conviction? <input type="checkbox"/> Yes <input type="checkbox"/> No 4. been bonded? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explanations for fields marked Yes (If a longer explanation is necessary, attach to the end of this document)
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ESTATE INFORMATION

Case Number if any	Date of Hearing if any	Bond Amount (any changes to bond amount must be court-approved) \$
Bond is to be filed in The _____ Court of _____ County, in the State of _____		
Appointment is <input type="checkbox"/> Temporary <input type="checkbox"/> Permanent <input type="checkbox"/> Successor <input type="checkbox"/> Additional / Co-	Date of Appointment	Reason for Delay (if over six months ago)

WARD INFORMATION

Complete this section if this application concerns a **Ward**

Full Name (First, Last)		
Current Address		
Date of Birth	Ward is a(n) <input type="checkbox"/> Minor <input type="checkbox"/> Incompetent	Date declared Incompetent
Current Health Status		
Source of Funds	Will there be court restrictions on any assets? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Are guardian funds to be used for the support of the ward? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide copies of monthly expenses and income.		
Appointment of Applicant <input type="checkbox"/> Guardian <input type="checkbox"/> Conservator		

DECEDENT INFORMATION

Complete this section if this application concerns a **Decedent**

Full Name (First, Last)		
Date of Death	Was there a Will? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Will
Full Names of heirs / beneficiaries of Decedent (separate with commas)		
Appointment of Applicant <input type="checkbox"/> Executor <input type="checkbox"/> Administrator <input type="checkbox"/> Special Administrator <input type="checkbox"/> Administrator with will annexed <input type="checkbox"/> Personal Representative		

ESTATE ASSETS

Cash \$	Securities \$	Debts \$	Real Property \$	Miscellaneous Assets \$
Annual Income (interest, rents, SSI, etc.) \$	% of Applicant's share in Estate	How will securities be safeguarded? (e.g. Safe deposit, broker, etc.)		

Bank Where Funds Will Be Deposited

Bank Name	Street Address	City	State	ZIP Code
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Attorney Details

Attorney of Record	Phone Number	Law Firm		
Street Address		City	State	ZIP Code
Will the attorney remain involved through the duration of this estate? <input type="checkbox"/> Yes <input type="checkbox"/> No		Will ongoing professional accounting, investment, or legal services be provided? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Miscellaneous

Is bond required on the demand of an interested party except for the probate or surrogate court? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explanations for fields marked Yes (If a longer explanation is necessary, attach to the end of this document)
Are there any disputes among the heirs? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does this bond replace that of another bonding company? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does Applicant replace a prior Fiduciary? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does estate contain a going business? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is Applicant indebted to the estate? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Did the court appoint the applicant more than twelve months ago? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Do the estate's liabilities exceed its assets? <input type="checkbox"/> Yes <input type="checkbox"/> No	

INDEMNITY AGREEMENT

IN CONSIDERATION of the execution of the bond for which application is made, the undersigned (collectively, "Applicant") for themselves, their personal representatives, heirs, successors and assigns, hereby agree with, warrant and represent to, and bind themselves jointly and severally to First Indemnity of America / FIA Surety "Surety" and its co-sureties, re-insurers, and any other company which may execute a bond or bonds at the request of Surety (individually and collectively called "Surety") as follows:

- Applicant agrees to pay Surety an advanced premium for the first year or a fractional part thereof that is earned and the amount due annually thereafter in accordance with Surety's then current premium rates or any minimum earned premium until Surety shall be discharged or released from any and all liability and responsibility under said bond, and all matters arising therefrom, and until competent written legal evidence of such discharge or release, satisfactory to Surety, is furnished to Surety.
- Applicant agrees that Surety may make any credit checks, including consumer and investigative credit checks, it deems necessary.
- Applicant warrants and represents that the questions answered and information furnished in connection with the application are true and correct.
- Applicant agrees to indemnify and keep indemnified Surety and its agents and representatives and hold and save it them harmless from and against any and all liability, damage, loss, cost and expense of whatsoever kind or nature, including consul and attorney's fee, which Surety or its agents or representatives may at any time sustain or incur by reason or in consequence of have executed or procured the execution of the bond or enforcing this agreement against any of the undersigned or in procuring or in attempting to procure its release from liability under the bond.
- If Surety shall set up a reserve to cover any liability, claims, suit or judgment under said bond, the undersigned will, immediately upon demand, deposit with Surety a sum of money, equal to such reserve and any increase thereof, to be held by Surety as collateral security on said bond. Any such collateral shall be available, in the discretion of Surety, as collateral security on any other or all bonds heretofore or hereafter executed for at the requests of any of the undersigned.
- If Surety shall procure any other company or companies to execute or join with it in executing, or to reinsure said bonds, this instrument shall insure to the benefit of such other company or companies, its or their successors and assigns, so as to give it or them a direct right of actions against the indemnitors to enforce the provisions of this instrument.
- An itemized statement of payments made by Surety, sworn to by an officer of Surety, shall be prima facie evidence of the liability of the undersigned to reimburse Surety for such payments with interests.
- Surety in its sole discretion and without notice to the undersigned, is hereby authorized but not required from time to time: (a) make or consent to any change in said bond or to issue any substitutes for any renewal thereof, and this instrument shall apply to such substituted or changed bond or renewal; (b) take such action as it may deem appropriate to prevent or minimize loss under said bond, including but not limited

to steps to procure discharge from liability under said bonds, and (c) adjust, settle or compromise any claim or suit arising under said bond and, with respect to any such claims or suits, to take any action it may deem appropriate and any adjustment, settlement or compromise made or action taken by Surety shall be conclusive against and binding upon the undersigned.

- 9. Each of the undersigned agrees to pay the full amount of the foregoing regardless of (a) the failure of the principal or any applicant or indemnitor to sign any such bond or (b) any claims that other indemnity, security or collateral was to have been obtained or (c) the release, return or exchange by Surety with or without the consent of the undersigned, of any indemnity, security, or collateral that may have been obtained or (d) the fact that any party signing this instrument is not bound for any reason.
- 10. The undersigned hereby expressly waive notice from Surety of any claims or demand made against Surety or the principal under the bond or of any information Surety may receive concerning the principal, any contract, or bond. Surety shall have to right to decline any or all bonds herein applied for and shall have the right to withdraw from or cancel the same at any time, all without incurring any liability to the undersigned.
- 11. Whenever used in this instrument the plural term shall include the singular and the singular shall include the plural, as the circumstances require. If any portion of this agreement be in conflict with any law controlling the construction hereof, such portion of this instrument shall

be considered to be deleted and the remainder shall continue in full force and effect. A facsimile of this Agreement shall be considered an original and shall be admissible in a court at law to the same extent as an original copy.

- 12. All obligations of the principal, applicants, and indemnitors to Surety are due, payable and performable at the Surety's election, in the Surety's domicile where venue of any action to enforce this agreement may be brought by Surety. Surety shall be entitled to recover all attorney's fees (including those of attorneys employed by Surety), consulting fees, and claims adjustment expenses in defending any claims made against its bonds or in enforcing any of its rights under this Agreement.
- 13. In consideration of the execution by Surety of the suretyship herein applied for, each of the undersigned, jointly and severally, agree to be bound by all of the terms of the foregoing indemnity agreement executed by the applicant, as fully as though each of the undersigned were the sole applicant named herein, and admit to being financially interested in the performance of the obligation, which the suretyship applied for is given to secure.
- 14. I specifically consent to the premium rate quoted by surety regardless of whether said rate is filed, unfiled, special, non-standard or any deviation from rates historically offered for similar risks. I furthermore understand that broker or agent fees may be included in my fee quote and to those I likewise specifically consent.

Signed and dated this _____ day of _____, 20_____

Witness Signature: _____

Witness Name: _____

Applicant Signature: _____

Applicant Name: _____

Additional Indemnitors

Witness Signature: _____

Witness Name: _____

Indemnitor 2 Signature: _____

Indemnitor 2 Name: _____

Witness Signature: _____

Witness Name: _____

Indemnitor 3 Signature: _____

Indemnitor 3 Name: _____

Witness Signature: _____

Witness Name: _____

Indemnitor 4 Signature: _____

Indemnitor 4 Name: _____

Witness Signature: _____

Witness Name: _____

Indemnitor 5 Signature: _____

Indemnitor 5 Name: _____